

part pursuant to the Federal Bankruptcy Act or any other similar statute applicable to the party of the first part, as now or hereafter in effect, shall make an assignment for the benefit of its creditors, or shall admit in writing its inability to pay its debts generally as they become due, or shall consent to the appointment of a Receiver or Trustee or Liquidator of the party of the first part, or of all or any part of its property.

21. **CROSS DEFAULT**—Default under any other mortgage or deed of trust on the premises shall at the option of the Beneficiary constitute a default hereunder.

22. **GENDER, NUMBER, SUCCESSORS, ASSIGNS**—The covenants and agreements herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders. The powers herein, when granted to two or more Trustees, may be exercised by any one of them acting individually or by any greater number of them acting together.

23. **PARAGRAPH TITLES**—The paragraph titles herein are inserted only for convenience of reference and in no way define, limit or describe the scope or intent of this Deed of Trust or of any particular paragraph or section thereof, nor the proper construction thereof.

24. **SECURITY AGREEMENT**—It is agreed that this Deed of Trust constitutes a Security Agreement within the meaning of Article 958, Section 9-105 of the Annotated Code of Maryland (1957), as amended, wherein and whereby Grantor grants a security interest in the personality and fixtures to Beneficiary.

25. **CONSTRUCTION**—This Deed of Trust and the note secured hereby shall be construed according to the laws of the State of Maryland.

In Witness Whereof, the hand(s) and seal(s) of the said Grantor.

Witness:

Silbert Krum

Scott D. Odgers (SEAL)

SCOTT D. ODGERS

Frances K. Johnson (SEAL)

FRANCES K. JOHNSON

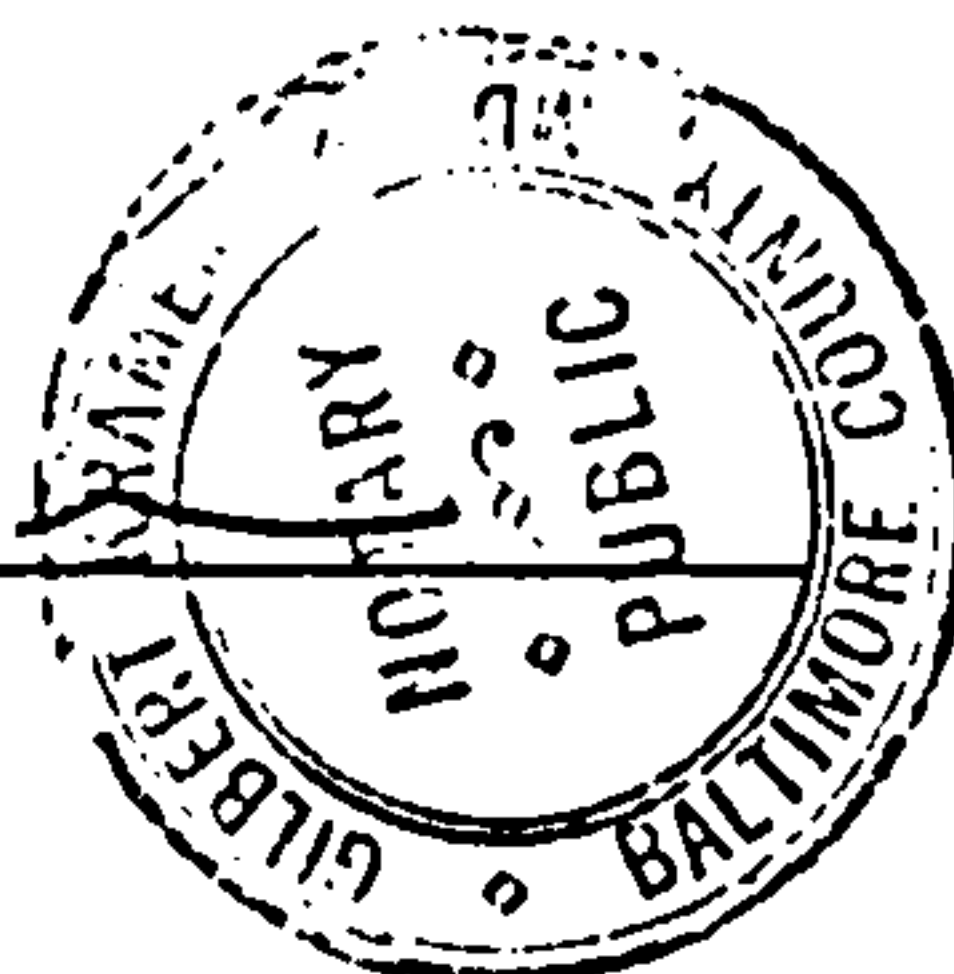
State of Maryland, Baltimore County, to wit:

On this 30th day of May, 1980, before me, a Notary Public of the said State appeared Scott D. Odgers and Frances K. Johnson, who acknowledged are to be the Grantor of the foregoing Deed of Trust, known to me (or satisfactorily proven) to be the person(s) whose name(s) (is)(are) subscribed to the foregoing Deed of Trust, and who, in my presence signed and sealed the same and acknowledged that they executed the same for the purposes therein contained.

In Witness Whereof, I hereunto set my hand and official seal.

Silbert Krum
Notary Public

My Commission Expires: 7-1-82



EVANS FINANCIAL CORP., the Secured Party, signs this instrument to comply with the Uniform Commercial Code, Article 95B of the Annotated Code of Maryland (1957), as amended, and in order to make this instrument a security agreement.

EVANS FINANCIAL CORP.

By Clarence F. Redman
Clarence F. Redman - Finance Manager

State of Pennsylvania:

County of CENTRE;

On this 21st day of May, 1980, before me, a Notary Public of the state appeared Clarence F. Redman who acknowledged that he is the Mortgage Loan Officer EVANS FINANCIAL CORP., the party secured by the foregoing Deed of Trust, and made oath in due form of law that the consideration of said Deed of Trust is true and bona fide as therein set forth; and also made oath that he is the agent of the party secured by the foregoing Deed of Trust, and as such is duly authorized to make this affidavit.

Witness my hand and official seal the day and year aforesaid.

Nancy E. Grazier
Notary Public

My Commission Expires:

Nancy E. Grazier, Notary Public
State College Borough, Centre County
My Commission Expires Jan. 24, 1983
Member, Pennsylvania Association of Notaries